EXHIBIT 18

Case: 1:15-cv-08271 Document#1:45-18tFiled: \$2/14/15 Page 2 pf 57 Page ID #:1117

Contract (PO) Number: 16396

Modification Revision Number: 1

Specification Number: 57755

Name of Contractor: REDFLEX TRAFFIC SYSTEMS INC.

City Department: CHICAGO DEPARTMENT OF TRANSPORTATION

DIGITAL AUTOMATED RED LIGHT ENFORCEMENT

Title of Contract: PROGRAM [DARLEP] INSTALLATION,

MAINTENANCE & OPERATIONAL SUPPORT

Mod Req Number	Mod Reason	Description
70690		VENDOR LIMIT INCREASE FOR REDFLEX TRAFFIC SYSTEMS INC DIGITAL AUTOMATED RED LIGHT ENFORCEMENT PROGRAM [DARLEP] INSTALLATION, MAINTENANCE & OPERATIONAL SUPPORT - PO NO. 16396 - SPEC. NO. 57755

Term of Contract: Start Date: 2/1/2008

End Date: 7/31/2013

Procurement Services Contact Person: JOSEPH CHAN

Please refer to the DPS website for Contact information under "Doing Business With The City".

Vendor Number: 50065408

Submission Date:

JAN 3 1 2013

Specification No.: 57755

Contract (P.O.) No.: 16396 ("Agreement")

Amendment No.:

Vendor No.: 50065408A Mod Requisition No.: 70690

AMENDMENT NO. 1

This amendment ("Amendment") is made and entered into effective as of the 30 day of ______, 2013 by and between the CITY OF CHICAGO ("City"), a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through its Chicago Department of Transportation ("Department"), at Chicago, Illinois, and Redflex Traffic Systems, Inc., ("Contractor"), an Delaware corporation with its principal place of business at 15020 North 74th Street, Scottsdale, Arizona 85260.

Whereas, the City and Contractor have heretofore entered into an agreement for "Digital Automated Red Light Enforcement Program" for the City of Chicago Office of Emergency Management and Communications dated the 1st day of February, 2008 (hereinafter referred to as the "Agreement") whereby Contractor provides certain equipment delivery, installation, maintenance, and operation services described in the Agreement ("Services") therein set forth for the City; and

The parties agree as follows:

TERMS AND CONDITIONS

1. Article 2, Definitions, Section 2.1 Definitions is amended by deleting "Department" and "Executive Director" replacing both with the following:

"Commissioner" means the chief executive of CDOT and any representative authorized in writing to act on his behalf."

2. Article 3, Statement of Work, Section 3.3 Subcontractor Payments is deleted in its entirety and replaced with the following:

"3.3 Subcontractor Payments

The Contractor will be responsible for reporting payments to all Subcontractors on a monthly basis in the form of an electronic audit. Upon the first payment issued by the City of Chicago to the Contractor for services performed, on the first day of each month and every month thereafter, e-mail and/or fax audit notifications will be sent out to the Contractor with instructions to report payments that have been made in the prior month to each Subcontractor.

[&]quot;"Department" means Chicago Department of Transportation (CDOT).

The reporting of payments to all Subcontractors must be entered into the Certification and Compliance Monitoring System (C2), or whatever reporting system is currently in place, on or before the fifteenth (15th) day of each month.

Once the Contractor has reported payments made to each MBE and WBE, including zero dollar amount payments, the MBE and WBE will receive an e-mail and/or fax notification requesting them to log onto the system and confirm payments received. All monthly confirmations must be reported on or before the 20th day of each month. Contractor and Subcontractor reporting to the C2 system must be completed by the 25th of each month or payments may be withheld.

Access to the Certification and Compliance Monitoring System (C2), which is a web based reporting system, can be found at https://chicago.mwdbe.com."

- 3. Article 6.1, Term of Agreement, Section 6.1, Term of Agreement is amended pursuant to Sections 6.3 and Section 13.4 of the Agreement, the term shall be extended to July 31, 2013 (the "Extended Term").
- 4. Article 7, Contractor Compensation, Section 7.1, Basis of Payment is amended by adding the following:

"Contractor may be paid, at the City's option, by electronic payment method. If the City elects to make payment through this method, it will so notify the Contractor, and Contractor agrees to cooperate to facilitate such payments by executing the City's electronic funds transfer form, available for download from the City's website at:

http://www.cityofchicago.org/content/dam/city/depts/fin/supp_info/DirectDepositCityVendor.pdf.

The City reserves the right to offset mistaken or wrong payments against future payments.

The City will not be obligated to pay for any work, services or goods that were not ordered with a Purchase Order or that are non-compliant with the terms and conditions of the Contract Documents. Any goods, work, or services which fail tests and/or inspections are subject to correction, exchange or replacement at the cost of the Contractor."

5. Article 7, Contractor Compensation, Section 7.2, Funding, is deleted in its entirety and replaced with the following:

"7.2 Funding

The source of funds for payment made pursuant to this Agreement is Fund number 007-0100-058-4140-0162-220162 or any other funds appropriated. The maximum funding increase from fund number 012-0400-084-2015-0140-220140 is \$12,400,000.00 under this Amendment. Payments under this Agreement must not exceed \$64,400,000.00 without a written amendment in accordance with Section 9.3. Funding for this Agreement is subject to the availability of funds and their appropriation by the City Council of the City.

6. Article 7, Contractor Compensation, is amended by adding a new Section 7.5, Taxes, follows:

"7.5 Taxes

Federal Excise Tax does not apply to materials purchased by the City of Chicago by virtue of Exemption Certificate No. 36-6005820 and State of Illinois Sales Tax does not apply by virtue of Exemption Certificate No. E9998-1874-07. Illinois Retailers Occupation Tax, Use Tax, and Municipal Retailers Occupation Tax do not apply to materials or services purchased by the City of Chicago by virtue of Statute. The price or prices quoted herein shall include all other Federal and/or State, direct and/or indirect taxes which apply. The prices quoted herein shall comply with all Federal laws and regulations."

7. Article 7, Contractor Compensation, is amended by adding a new Section 7.6, Invoices, as follows:

"7.6 Centralized Invoice Processing

Unless stated otherwise in the Detailed Specifications, this Contract is subject to Centralized Invoice Processing ("CIP"). Invoices must be submitted directly to the Comptroller's office by US Postal Service mail to the following address as appropriate:

Invoices for any City department other than the Department of Aviation:

Invoices City of Chicago, Office of the City Comptroller 33 N. LaSalle St., Room 700 Chicago, IL 60602

Invoices for the Department of Aviation:

Chicago Department of Aviation 10510 W. Zemke Blvd. P.O. Box 66142 Chicago, IL 60666 Attn: Finance Department

OR

Invoices for any department, including Aviation, may be submitted via email to: invoices@cityofchicago.org with the word "INVOICE" in the subject line.

All invoices must be signed, marked "original," and include the following information or payment will be delayed:

- Invoice number and date
- Contract/Purchase Order number
- Blanket Release number (if applicable)

- Vendor name and/or number
- Remittance address
- Name of City Department that ordered the goods or services
- Name and phone number of your contact at the ordering department
- Invoice quantities, commodity codes, description of deliverable(s)
- Amount due
- Receipt number (provided by the ordering department after delivery of goods/services)
 Invoice quantities, service description, unit of measure, pricing and/or catalog
 information must correspond to the terms of the Bid Page(s).

If applicable, if invoicing Price List/Catalog items, indicate Price List/Catalog number, item number, Price List/Catalog date, and Price List/Catalog page number on the invoice.

Invoices for over-shipments or items with price/wage escalations will be rejected unless the Contract includes a provision for such an adjustment.

Freight, handling and shipping costs are not to be invoiced; deliveries are to be made F.O.B., City of Chicago. The City of Chicago is exempt from paying State of Illinois sales tax and Federal excise taxes on purchases.

8. Article 10, Compliance With All Laws, Section 10.3, Prohibition on Certain Contributions Mayoral Executive Order No. 05-1, is deleted in its entirety and replaced with the following:

"10.3 Prohibition on Certain Contributions, Mayor Executive Order 2011-4

No Contractor or any person or entity who directly or indirectly has an ownership or beneficial interest in Contractor of more than 7.5% ("Owners"), spouses and domestic partners of such Owners, Contractor's Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5% ("Sub-owners") and spouses and domestic partners of such Sub-owners (Contractor and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee during (i) the bid or other solicitation process for this Contract or Other Contract, including while this Contract or Other Contract is executory, (ii) the term of this Contract or any Other Contract between City and Contractor, and/or (iii) any period in which an extension of this Contract or Other Contract with the City is being sought or negotiated.

Contractor represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached the Contractor or the date the Contractor approached the City, as applicable, regarding the formulation of this Contract, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Contractor shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's

political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

The Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

Violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Contract, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Contract, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Contractor violates this provision or Mayoral Executive Order No. 2011-4 prior to award of the Contract resulting from this specification, the CPO may reject Contractor's bid.

For purposes of this provision:

"Other Contract" means any agreement entered into between the Contractor and the City that is (i) formed under the authority of MCC Ch. 2-92; (ii) for the purchase, sale or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved and/or authorized by the City Council.

"Contribution" means a "political contribution" as defined in MCC Ch. 2-156, as amended.

"Political fundraising committee" means a "political fundraising committee" as defined in MCC Ch. 2-156, as amended.

9. Article 10, Compliance with All Laws, Section 10.9, Inspector General is deleted in its entirety and replaced with the following:

It is the duty of any bidder, proposer or Contractor, all Subcontractors, every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners and employees of any bidder, proposer, Contractor, Subcontractor or such applicant to cooperate with the Inspector General or Legislative Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 or 2-55, respectively, of the Municipal Code. Contractor understands and will abide by all provisions of Chapter 2-56 and 2-55 of the Municipal Code. All subcontracts must inform Subcontractors of the provision and require understanding and compliance with it.

- 10. Article 10, Compliance with All Laws, Section 10.12, Chicago "Living Wage" Ordinance, Subsection (c) is deleted in its entirety and replaced with the following:
- "(c) As of July 1, 2007 the Base Wage was \$10.33 per hour. As of July 1, 2008 the Base Wage was \$10.60 per hour. As of July 1, 2009, the Base Wage was \$11.03 per hour. As of

July 1, 2010, the Base Wage was \$11.03 per hour. As of July 1, 2011, the Base Wage was \$11.18 per hour. As of July 1, 2012, the Base Wage is \$11.53 per hour and each July 1 thereafter, the Base Wage will be adjusted using the most recent federal poverty guidelines for a family of four as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four divided by 2000 hours or the current base wage, whichever is higher. The currently applicable Base Wage is available from the Department of Procurement Services. At all times during the term of this Agreement, Contractor and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for Services done under this Agreement, and the prevailing wages for Covered Employees are higher than the Base Wage, then Contractor and all other Performing Parties must pay the prevailing wage rates."

11. Article 11, Special Conditions, Section 11.4 Independent Contractor, is deleted in its entirety and replaced with the following:

"11.4 Independent Contractor

- (a) This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Contractor and the City. The rights and the obligations of the parties are only those set forth in this Agreement. Contractor must perform under this Agreement as an independent contractor and not as a representative, employee, agent, or partner of the City.
- (b) This Agreement is between the City and an independent contractor and, if Contractor is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:
- (i) The City will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Contractor performing the Services required under this Agreement.
- (ii) Contractor is not entitled to membership in any City Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the City.
- (iii) The City is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to Contractor.

(c) Shakman Accord

(i) The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the June 24, 2011 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United State District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the

City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

- (ii) Contractor is aware that City policy prohibits City employees from directing any individual to apply for a position with Contractor, either as an employee or as a subcontractor, and from directing Contractor to hire an individual as an employee or as a subcontractor. Accordingly, Contractor must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Contractor under this Agreement are employees or subcontractors of Contractor, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Contractor.
- (iii) Contractor will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.
- (iv) In the event of any communication to Contractor by a City employee or City official in violation of Section 11.4(c)(ii) above, or advocating a violation of Section 11.4(c)(iii) above, Contractor will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the head of the relevant City Department utilizing services provided under this Agreement. Contractor will also cooperate with inquiries by IGO Hiring Oversight or the Shakman Monitor's Office related to the contract."
- 12. Article 13, General Conditions, is amended, by adding a new Section 13.12, Disclosure of Ownership Interest in Entities as follows:

"13.12 Disclosure of Ownership Interest in Entities

The Contractor will keep disclosure of ownership interests and other information current as required by Section 2-154-020 of the Municipal Code of Chicago."

13. Article 13, General Conditions, is amended by adding a new Section 13.13, Ineligibility to do Business with the City of Chicago as follows:

"13.13 Ineligibility to do Business with the City of Chicago

Failure by the Contractor or any controlling person (as defined in Section 1-23-010 of the Municipal Code of Chicago) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-30 of the Municipal Code of Chicago shall be grounds for termination of this Agreement."

14. Acknowledgement. Contractor has executed Special Conditions Regarding Minority and Women Business Enterprise Commitment Schedules C-1 and D-1, an online Economic Disclosure Statement and Affidavit (EDS) Certificate of Filing and provided an Insurance Certificate, copies of which are attached to this Amendment as Exhibit 1, Exhibit 2, and Exhibit 3 respectively and incorporated here by reference.

The terms of the Agreement remain in full force and effect except as modified in this Amendment.

AMENDMENT SIGNATURE PAGE

Contract No.: 16396

Specification No.: 57755

Mod Requisition No.: 70690 Contractor Name: Redflex Traffic Systems, Inc. Total Amount (Value): \$64,400,000.00 Fund Chargeable: 007-0100-058-4140-0162-220162 (\$52,000,000.00) 012-0400-084-2015-0140-220140 (\$12,400,000.00) REDFLEX TRAFFIC SYSTEMS, INC. (Contractor) By: ict/(ch State of County of This instrument was acknowledged before me on this day of as President (or and as Secretary of <u>PED FIEX (REFFE</u>(Corporation Name). (Seal) Jean Connell **Public Signature** Notary Public Maricopa County, Arizona My Comm. Expires 05-20-16 **Commission Expires:** Mayor Date Comptfoller Date 3 0 2012 Date ∉ Chief Procurement Officer

The Chief Procurement Officer has determined, on behalf of the City of Chicago, with regard to this Contract Amendment, that the circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the Agreement was signed, or that the change is germane to the original Agreement as signed, or that the change order is in the best interest of the City of Chicago and is authorized by law.

Exhibit 1

Special Conditions Regarding Minority and Women Business Enterprise Commitment, Schedule C-1 and D-1

Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant

	Specification N		Og tal Automated Red Light Entorcement P
From: City Links 14	AADIT.	Vesv	No
From: City Lights, Ltd. (Namo of MBEWBE Firm)	MBE: WBE:	Yes <u>×</u> YesX	No No ×
,	VVBE;	res <u>x</u>	
To: Redflex Traffic Systems, Incl			and the City of
Chicago: (Name of Prime Contractor - Bldder/Proposer)			
The undersigned intends to perform work	in connection with	the above	projects as a:
Sole Proprietor		x	Corporation
Partnership		Join	it Venture
	-		
The MBE/WBE status of the undersigned the City of Chicago effective date of for a period of five years.	is confirmed by the 05/01/2012	e attached	letter of Certification f to05/01/20
The undersigned is prepared to provide to described goods in connection with the a 1. Construction for Red Light Photo Enforcement Camera Inst	bove named projec		s or supply the follow
2. Maintenance as required			
3. Repair of knockdowns			
4. All other work required that is outside original scope of work.	. (roadway work including but	not limited to asp	shall paving, trenching / boring, e
The above described performance is offe payment: 1. Lump sum amount of \$23,000 per approach 2. Priced per request	red for the following	price and	described terms of
3. Priced per request			
4. Priced per request			
If more space is needed to fully describe payment schedule, attach additional sheet. The undersigned will enter into a formal will enter contractor, conditioned upon your will do so within (3) three working days of	ets. vritten agreement fo execution of a cont	or the above	e work with you as a e City of Chicago, and
(Signature	heartoura	M	
	Cqueline Hoffma		<u>le</u> nt
July 2	3, 2012 Date		
(708)	581 - 7119	773-6	26.5415



DEPARTMENT OF PROCUREMENT SERVICES MAY 1 7 2012 CITY OF CHICAGO

Jacqueline Hoffman City Lights, Ltd. 9993 Virginia Ave. Chicago Ridge, Illinois 60415

Annual Certificate Expires: May 1, 2013

Dear Ms. Hoffman:

We are pleased to inform you that City Lights, Ltd. has been certified as a Minority Business Enterprise (MBE)/Women Business Enterprise (WBE) by the City of Chicago. This MBE/WBE certification is valid until May 1, 2017; however your firm must be revalidated annually.

As a condition of continued certification during this five year period, you must file an annual No-Change Affidavit. Your firm's **No Change Affidavit is due by May 1, 2013**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Therefore, you must file your **No-Change Affidavit by March 1, 2013**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within **10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE/WBE if you fail to:

- file your No Change Affidavit within the required time period;
- provide financial or other records requested pursuant to an audit within the required time period; or
- notify the City of any changes affecting your firm's certification within 10 days of such change.

Page 2 of 2 City Lights, Ltd.

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS – 237310 – Highway, Street and Bridge Construction NAICS – 237130 – Power and Communication Line Related Structures

Your firm's participation on City contracts will be credited only toward Minority Owned Business Enterprise (MBE)/Women Business Enterprise (WBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward goals will be given only for work done in the specialty category.

Thank you for your continued interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,

Jamie L. Rhee

Chief Procurement Officer



DEPARTMENT OF PROCUREMENT SERVICES

Jacqueline Hoffman City Lights, Ltd. 9993 Virginia Ave. Chicago Ridge, Illinois 60415

Dear Ms. Hoffman:

The City of Chicago, your host agency, is pleased to notify you that City Lights, Ltd. has been certified as a Disadvantaged Business Enterprise (DBE), in accordance with the governing federal regulations, 49 CFR Part 26.

This certification allows your firm to participate as a DBE in the Illinois Unified Certification Program (IL UCP). The participating agencies include the Illinois Department of Transportation, the Chicago Transit Authority, Metra, Pace and the City of Chicago.

Your certification is approved for a five (5) year period, commencing on May 1, 2012. To remain certified with the IL UCP during the five-year period, you must submit a **No Change Affidavit each year**. Notification will be sent to you sixty (60) days prior to the anniversary date of your certification. Please note that you must include a copy of your most current Federal and Individual Corporate Tax Returns. It is your responsibility to ensure that your certification is kept current by submitting the required information in a timely manner. Failure to provide this information is a ground for removal of certification based on failure to cooperate pursuant to 49 CFR §26.109(c).

If there is any change in circumstances that affect your ability to meet size, disadvantaged status, ownership, or control requirements or any material change in the information provided in your application, you must provide written notification to this agency within thirty (30) days of the occurrence of the change. Failure to provide this information is a ground for removal of certification pursuant to 49 CFR §26.83(i).

Page 2 of 3 City Lights, Ltd.

City Lights, Ltd. will appear in the IL UCP DBE Directory in the following area(s) of specialty:

NAICS - 237310 - Highway, Street, and Bridge Construction NAICS - 237130 - Power and Communication Line Related Structures

This Directory is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE and ACDBE firms. The Directory can be accessed on the Internet at http://www.dot.state.il.us/ucp/ucp.html

Your participation on contracts will only be credited toward DBE contract goals when you perform in your firm's approved area(s) of specialty. Credit for participation in an area outside your specialty requires prior approval (verification of resources, expertise, and corresponding support documentation, etc.).

Please note:

- This certification does not attest to your firm's abilities to perform in the approved work category.
- Your certification may be revoked if City Lights, Ltd. is found to be involved in bidding or contractual irregularities or has violated DBE program regulations pursuant to 49 CFR Part 26.107.
- For work to count toward a DBE contract goal, the DBE firm must perform a "commercially useful function" pursuant to 49 CFR Part 26.55. A DBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved.

For All Non-Trucking Firms:

- Firms seeking work with IDOT as a prime or sub consultant in specialized engineering categories must be pre-qualified by IDOT's Bureau of Design and Environment.
- Firms seeking work with IDOT as a prime construction contractor must be prequalified by IDOT's Bureau of Construction.

Page 3 of 3 City Lights, Ltd.

For All Trucking Firms:

- All DBE trucking firms must own at least one truck. The truck must be operable and capable of hauling materials specific to the contract. The owned truck(s) must be used prior to utilizing leased truck(s).
- The DBE trucking firm receives goal credit for the total value of the transportation service it provides on the contract using trucks it owns, insures and operates and using drivers it employs.
- The DBE trucking firm which leases trucks from another DBE trucking firm receives goal credit for the total value of the transportation services the lessee DBE provides on the contract.
- When a DBE trucking firm leases from a non-DBE trucking firm, the goal credit is limited to the fee or commission the DBE receives as a result of the lease arrangement. The fee or commission shall be reasonable and shall be indicated on the lease.
- For any credit to be allowed for leased trucks, the leases must be properly filed with the Illinois Commerce Commission (ILCC) and indicate that the DBE has exclusive use and control over the truck(s). Leased trucks must visibly display the name and ILCC number of the DBE trucking firm.

Thank you for your interest in the DBE and ACDBE Program.

Sincerely,

Jamie L. Rhee

Chief Procurement Officer

JR/vlw

Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant

Name of Project/Contract: Og lal Automated Red Lie Specification Number: 57755			
From: Milhouse Engineering and Construction, Inc (Name of MBE/WBE Firm)	MBE: WBE:	Yes <u>×</u> Yes	No No_×
To: Redflex Traffic Systems, Incl			and the City of
Chicago: (Name of Prime Contractor - Bidder/Proposer)			,
The undersigned intends to perform work in	n connection with	the above	projects as a:
Sole Proprietor Partnership		 Joir	Corporation nt Venture
The MBE/WBE status of the undersigned is the City of Chicago effective date of Apfor a period of five years.	s confirmed by the oril 28, 2008	attached	letter of Certification from toluly 1, 2013
The undersigned is prepared to provide the described goods in connection with the about 1.Drafing work on camera intersection installations and relocation	ve named project		s or supply the following
2. Survey / traffic analysis as needed			
The above described performance is offere payment: 1. Lump sum amount of \$2,000 per intersection 2. Priced per request	d for the following	price and	described terms of
If more space is needed to fully describe the payment schedule, attach additional sheets The undersigned will enter into a formal writh Prime Contractor, conditioned upon your exwill do so within (3) three working days of re	tten agreement fo ecution of a contr	r the above	e work with you as a e City of Chicago, and
Wilbu	Owner or Authorized Agent r C. Milhouse III / F	•	 <u>=0</u>
July 23, 2	ame /Title (Print) 2012 Date		_
(312) 89			_



JUN 1 2017

Mr. Wilbur Milhouse III Milhouse Engineering & Construction, Inc. 60 E. Van Buren St., Suite 1501 Chicago, IL 60605

Annual Certificate Expires: July 1, 2013

Dear Mr. Milhouse:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)** by the City of Chicago. This certification is valid until **July 1, 2013**.

You have an affirmative duty to file for recertification 60 days prior to the date of expiration. Therefore, you must file for recertification by **May 1, 2013**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE/WBE/BEPD if you fail to:

- file your No Change Affidavit within the required time period;
- provide financial or other records requested pursuant to an audit within the required time period; or
- notify the City of any changes affecting your firm's certification within 10 days of such change.

Mr. Wilbur Milhouse III
Milhouse Engineering & Construction, Inc.
Page 2

THAN 18 2012

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

Your firm's name will be listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

<u>NAICS</u>	<u>Description</u>
541330	Engineering Services
236220	Construction Management, Commercial, and Institutional Building
237310	Construction Management, Highway, Road, Street, and Bridge

Your firm's participation on City contracts will be credited only toward Minority Business Enterprises (MBE) and Women Business Enterprise (WBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward goals will be given only for work done in the specialty category.

Thank you for your continued interest in the City's Minority Business Enterprise (MBE) and Woman Business Enterprise (WBE) Program.

Sincerely,

Jamie Rhee

Chief Procurement Officer

JR/cm



DEPARTMENT OF PROCUREMENT SERVICES

June 19, 2012

Mr. Wilbur Milhouse III
Milhouse Engineering & Construction, Inc.
60 E. Van Buren St., Suite 1501
Chicago, IL 60605

Dear Mr. Milhouse:

The City of Chicago has reviewed your annual *No Change Affidavit* and supporting documentation and is pleased to inform you that your firm continues to meet the Disadvantaged Business Enterprise (DBE) program certification eligibility standards set forth in 49 CFR Part 26. Your next No Change Affidavit is due <u>June 1, 2013</u>. Notification will be sent to you sixty (60) days prior to this date.

This certification allows your firm to participate as a DBE in the Illinois Unified Certification Program (IL UCP). The participating agencies include the Illinois Department of Transportation, the City of Chicago, the Chicago Transit Authority, Metra and Pace.

If there is any change in circumstances during the course of your five-year certification period that affect your ability to meet size, disadvantaged status, ownership, or control requirements or any material change in the information provided in your initial application, you <u>must</u> provide written notification to this agency within thirty (30) days of the occurrence of the change. Failure to provide this information is a ground for denial of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

Your firm's name, will appear in the Illinois Certification Program (IL UCP) DBE Directory under the area(s) of specialty listed below. The Directory is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE firms. The Directory can be accessed on the Internet at http://www.dot.state.il.us/ucp/ucp.html. Your firm's name will appear in the IL UCP DBE Directory under the following category name(s):

Mr. Wilbur Milhouse III
Milhouse Engineering & Construction, Inc.

MUN 19 2012

Page 2

NAICS	<u>Description</u>
541330	Engineering Services
236220	Construction Management, Commercial, and Institutional Building
237310	Construction Management, Highway, Road, Street, and Bridge

Your participation on contracts will only be credited toward DBE contract goals when you perform in your firm's approved area(s) of specialty. Credit for participation in an area outside your specialty requires prior approval (verification of resources, expertise, and corresponding support documentation, etc.).

Sincerely,

Jamie L. Rhee

Chief Procurement Officer

JR/cm

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page 2

2/ 2

07-23-12:01:48PM;

Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant

	Name of Project Specification Nu			the Red Light Enthantient Program
From: Sectical Resource Management	_ MBE:	Yesx	Na_	· · · · · · · · · · · · · · · · · · ·
(Name of UREANSE Firm)	WBE:	Yes	<u>No2</u>	
TD; Redilex Treffo Systems, Incl			and	the City of
Chicago: (Harns of Prime Contractor - Biddler/Proposer)				·
The undersigned Intends to perform work in	connection with t	the above	project	8 88 81
Sole Proprietor		×	Сол	poration
Partnership	A	Join	t Ventu	poration re
The MBE/WBE status of the undersigned is the City of Chicago effective date offor a period of five years.			etter of	Certification from
The undersigned is prepared to provide the described goods in connection with the about 1. Construction statements for red that enforcement approaches but	ve named project		e or su	oply the following
2. Construction materials for rad light enforcement maintenance				
The above described performance is offered payment: 1. Lump sum amount of \$2,000 per two approach intersection 2. Prices per request	d for the following	price and	descrito	ed terms of
f more space is needed to fully describe the sayment schedule, atlach additional sheets.		s proposed	ecope	of work and/or
The undersigned will enter into a formal writer int	ecution of a contri	act with the	e City o	f Chicago, and
STE	PHEN L. DAV		<u>=</u> <u>=</u> \$100	ENT
July 23, 20	Date			
(630) 462	- 0230 634 Phone	2-462- ×	<u>9</u> 077	

7 Rev. 6/03

Page 1 of 2

September 16, 2011

Stephen L Davis Electrical Resource Management, Inc. 703 Childs St. Wheaton, IL 60187

Annual Certificate Expires: October 1, 2013

Dear Stephen L Davis:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise** (MBE) by the City of Chicago. This certification is valid until **October 1**, **2013**.

As you know, your firm must also be re-validated annually. As such, your firm's next No Change Affidavit is due by **October 1**, **2012**. Please remember, you have an affirmative duty to file your No-Change Affidavit **60 days prior to the date of expiration**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE/WBE/BEPD \underline{if} you fail to:

- o file your No Change Affidavit within the required time period;
- provide financial or other records requested pursuant to an audit within the required time period; or
- notify the City of any changes affecting your firm's certification within 10 days of such change.

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

Your firm is listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

NIGP-20868: PROJECT MANAGEMENT NIGP-20969: PROJECT MANAGEMENT NIGP-95826: CONSTRUCTION MANAGEMENT SERVICES NIGP-95877: PROJECT MANAGEMENT SERVICES NIGP-99837: ELECTRICAL SUPPLIES

35 17



Page 2 of 2

September 16, 2011

Stephen L Davis Electrical Resource Management, Inc. 703 Childs St. Wheaton, IL 60187

Your firm's participation on City contracts will be credited only toward Minority Business Enterprise (MBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward Minority Business Enterprise (MBE) goal will be given only for work done in a specialty category.

Thank you for your continued participation in the City's Supplier Diversity Program.

Sincerely,

Michael Chambers Senior Compliance Officer

Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant

	Name of Project/Contract: Distractionaled Red Upht Enforceme Specification Number: 57755		
From: Evergreen Supply Company (Namo of MBEAVSE Firm)	MBE; WBE;	Yes YesX	No
To: Redflex Traffic Systems, Incl			and the City of
Chicago: (Name of Prime Contractor - Bidder/Proposer)			
The undersigned intends to perform work i	n connection with	the above p	projects as a:
Sole ProprietorPartnership	_	Join	Corporation t Venture
The MBE/WBE status of the undersigned in the City of Chicago effective date of for a period of five years.			
The undersigned is prepared to provide the described goods in connection with the about the described goods in connection supplies.	e following describ ove named project	/contract:	,,,
The above described performance is offere payment: \$5,000 per system constructed	ed for the following	price and	described terms of
If more space is needed to fully describe the payment schedule, attach additional sheets		s proposed	scope of work and/or
(Signature o	xecution of a conti receipt of a signed Llaex Kla	ract with the contract fro	e City of Chicago, and om the City of Chicago.
July 23,	2012 Dato		
<u>(773) 3</u>	75.4750 Phone	773-37 Fax	<u>5</u> -476 <i>5</i>

Certification: View



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Certification List

Vendor Information

Business Name Evergreen Supply Co.

VendorID

20061125

Primary Owner's Name

Patricia Gallagher

Company Type

Corporation

Ethnic Group

Caucasian

Gender

Female

Certification Information

Certifying Agency City of Chicago

Certification Type

WBE - Women Business Enterprise

Effective Date

9/19/2011

Renewal Date

2/1/2013

Expiration Date

2/1/2013

Contact Information

Main Company Email

wprice@evergreensupply.com

Main Phone

773-375-4750

Main Fax

773-734-9874

Internet Web Page

Addresses
Physical Address

9901 S. Torrence Ave.

Chicago, IL 60617

Mailing Address

9901 S. Torrence Ave.

Chicago, IL 60617

Business Capabilities

Business certified for Electrical Supplies; Electrical Accessories: Alternators, Ammeters,

Coils, Distributors, Generators, Regulators, Starters, etc.

Full Description of Capabilities/Products

Commodity Codes

/Products Coils, Distributors, Generators, Regulators, Starters, etc.

Electrical; Electrical Supplies; Electrical Accessories: Alternators, Ammeters,

NIGP 06036 Electrical Accessories: Alterna

Distrib

Electrical Accessories: Alternators, Ammeters, Coils,

Distributors, G

NIGP 91438

Electrical

NIGP 99837

Electrical Supplies

Owner Ethnicity and Gender

Ethnic Group

Caucasian

Gender

Female

DBE Ethnic Group

Caucasian

Location

County

Cook (IL)

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OFFICE OF COMPLIANCE

September 19, 2011

Patricia Gallagher Evergreen Supply Co. 9901 S. Torrence Ave. Chicago, IL 60617

Annual Certificate Expires: October 1, 2012

Dear Patricia Gallagher:

Congratulations on your continued eligibility for certification as a Women Business Enterprise (WBE) by the City of Chicago. This certification is valid until October 1, 2012.

You have an affirmative duty to file for recertification 60 days prior to the date of expiration. Therefore, you must file for recertification by 8/1/2012.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE/WBE/BEPD if you fail to:

- o file your No Change Affidavit within the required time period;
- o provide financial or other records requested pursuant to an audit within the required time period; or
- o notify the City of any changes affecting your firm's certification within 10 days of such change.

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

Your firm is listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

NIGP-06036: ELECTRICAL ACCESSORIES: ALTERNATORS, AMMETERS, COILS, DISTRIBUTORS, G NIGP-91438: ELECTRICAL NIGP-99837: ELECTRICAL SUPPLIES

Your firm's participation on City contracts will be credited only toward Women Business Enterprise (WBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward Women Business Enterprise (WBE) goal will be given only for work done in a specialty category.

Thank you for your continued participation in the City's Supplier Diversity Program.

Sincerely,

Michael Chambers

Senior Compliance Officer

Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant

		Name of Project/Contract: Name - All Series - Actions Specification Number 51155			
From BPC State guina come of MC World Cong	MBE WBE	Yes <u>).</u> Yes <u>x</u>	NoNo		
Toghalies Tarin Systems, and			and the City of		
Chacago) (Barra of Frank Transaction)	fird a st rapaters				
The undersigned inten ds t	o perform work in connection w	ith the above	projects as a:		
Soic Part	Proprietor	X	Corporation Venture		
the undersigned is propar	re undersigned is confirmed by re-date of	cribed service			
	•				
described quarty to complete 4, O.C. paragraphy to ask of with profes 2, O.S. Hos was Mentined at 2 need by	ang of incoreate				
1. Other parametric last starts procedured to a section of the sec	suppliedests New withouts manualizations of the follow	-	necoribed terms of		
The above described at anothing above described at anothing a part of particular anothing at anothing particular anothing particular and the particular anothing at the advertised at anothing at the particular and the particular and the particular anothing at the particular and t	Interestinate of the MBE/WBE, if additional sheets.	m's proposed titor the above chicact with the	i scope of work and/or e work with you as a e City of Chicago, and our the City of Chicago.		
The above described at anothing above described at anothing a part of particular anothing at anothing particular anothing particular and the particular anothing at the advertised at anothing at the particular and the particular and the particular anothing at the particular and t	Interestinate of the MBE/WBE, if additional sheets.	m's proposed titor the above chicact with the	i scope of work and/or e work with you as a e City of Chicago, and our the City of Chicago.		
figure parametric assistant process. The research secreted at a needly particle at a needle at a needl	registroscate manuella cifered on the totover and calculate to use a receptor to sadditional sheets. Into a formal written agreemented upon your execution of a containing days of receipt of a significant specific to a significant specific specific to a significant specific	m's proposed that the above ontract with the ed contract fr	i scope of work and/or e work with you bs a e City of Chicago, and out the City of Chicago.		
The above described a should be partially as should be a considered as a neighbor a should be payment: 1.517.35 per har persuada and to 2 to be added at an edge. If more space is needed to payment schedule, attach a firm and engage will ensuad the contractor, condition of the Contractor, condition.	runty describe the MBErWBE in additional sheets. Institute of ordered binding to low state of the Salar describes the MBERWBE in additional sheets. Into a formal written agreemented upon your execution of a contribute days of receipt of a sign of state of the Salar days of receipt of a sign of state of the Salar days of receipt of a sign of the Salar days of the Salar	m's proposed that the above ontract with the ed contract fr	i scope of work and/or e work with you bs a e City of Chicago, and out the City of Chicago.		
The above described at anothing above described at anothing a part of particular anothing at anothing particular anothing particular and the particular anothing at the advertised at anothing at the particular and the particular and the particular anothing at the particular and t	registroscate manuella cifered on the totover and calculate to use a receptor to sadditional sheets. Into a formal written agreemented upon your execution of a containing days of receipt of a significant specific to a significant specific specific to a significant specific	m's proposed that the above ontract with the ed contract fr	i scope of work and/or e work with you bs a e City of Chicago, and out the City of Chicago.		
The above described perbogayment: 1.517,33 perborouses. If more space is needed to payment schedule, attach a payment schedule, attach a Prime Contractor, condition	runing describe the MRE/VVBE, in additional sheets. Into a formal written agreemented upon your execution of a contributed days of receipt of a sign of a contributed days of receipt of a sign of a contributed days of receipt of a sign of a contributed days of receipt of a sign of a contributed days of receipt of a sign of a contributed days of receipt of a sign of a contributed days of receipt of a sign of a contributed days of receipt of a sign of a contributed days of receipt of a sign of a contributed days of receipt of a sign of a contributed days of the contributed days	m's proposed that the above ontract with the ed contract fr	i scope of work and/or e work with you bs a e City of Chicago, and oin the City of Chicago.		



Annual Certificate Expires: July 15, 2013

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Let use prove the transposition of the contract of the free contract of the resolution of the contract of the

As a condition of continued certification during this five year period, you must file an annual No-Change Affidavit. Your firm's **No Change Affidavit is due by July 15, 2013.** Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Therefore, you must file your **No-Change Affidavit by May 15, 2013.**

it is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note - you shall be deemed to have had your certification lapse and will be ineligible to participate as a Minority and Woman Business Enterprise (MBEWBE) if you fall to:

- file your No Change Affidavit within the required time period:
- provide financial or other records requested pursuant to an audit within the required time period; or
- notify the City of any changes affecting your firm's certification within 19 days of such change.

Case: 1:15-cv-08271 Document #: 25-18 Filed: 12/14/15 Page 33 of 57 PageID #:1148

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Figure 1. The first trace of the first trace of the first trace of the first trace of distinct traces and a subject to the first trace of the firs

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NAICS Code - 561311 - Employment Agencie
NAICS Code - 561320 - Temporary Employment Services

and the production of the control of

That is the first of the contract of the Copy of the contract of the Europe Business Enterprise (the increasing a noment.)

Sincerely

Jamle L. Rhee Chief Produrement Officer

JLR.VM

Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant

Name of Project/Contract: Specification Number: 57755				
From: We're Cleaning, inc (Name of MBEWBE Film)		MBE: WBE;	Yes <u>×</u> Yes	NoNo_
To: Redflex Traffic Systems, Inc	<u>I</u>			and the City of
Chicago: (Name of Primo Contra	ctor - Bldder/Proposer)			
The undersigned inten	ds to perform work in co	onnection with	the above	projects as a:
	Sole Proprietor Partnership	_		Corporation to Venture
The MBE/WBE status the City of Chicago eff for a period of five year	of the undersig <u>ned</u> is coective date of <u>July (</u>	onfirmed by the	attached	letter of Certification from to October 1, Zorz
The undersigned is predescribed goods in conjuntorial services / cleaning and d	nnection with the above	llowing describ named project	ed service: /contract:	s or supply the following
The above described p payment: Net 30 upon receipt of invoice	performance is offered for	or the following	price and	described terms of
If more space is neede payment schedule, atta	d to fully describe the Mach additional sheets.	IBEWBE firm's	s proposed	scope of work and/or
Prime Contractor, cond	nter into a formal writter litioned upon your exect se working days of rece	ution of a contr	act with the	e City of Chicago, and
	(Signature of Own	ner or Authorized Agent	\leftarrow	
	/vori 174 Name	E M. Gian	s. Tre	<u>si</u> dent
	July 23, 2012	Dale	····	
	(212) 319.89		3-285	<u>-1</u> &18
Hev. 9,03	773-28	_	×	

Certification: View



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Certification List

Vendor Information

Business Name We're Cleaning, Inc., DBA Gold Star Security

VendorID 20019401

Primary Owner's Name

Company Type

Ethnic Group

Yvonne Mcginnis

Corporation

African American

Gender Female

Certification Information

Certifying Agency City of Chicago

Certification Type MBE - Minority Business Enterprise

 Effective Date
 10/22/2012

 Renewal Date
 10/15/2013

 Expiration Date
 10/15/2017

Contact Information

Addresses

Main Company Email wcicleaning@sbcglobal.net

 Main Phone
 773-285-1800

 Main Fax
 773-285-1818

Internet Web Page http://www.werecleaninginc.com

Physical Address 4505 South Indiana Avenue

Chicago, IL 60653

Mailing Address 4505 South Indiana Avenue

Chicago, IL 60653

Business Capabilities

Business certified for NAICS 561320 Temporary help services

NAICS 561611 Detective agencies

NAICS 561612 Security guards and patrol services NAICS 561720 Building cleaning services, janitorial

NAICS 56173 Landscaping Services

NAICS 561730 Seasonal property maintenance services (i.e., snow plowing in

winter, landscaping during other seasons)

NAICS 561790 Other Services to Buildings and Dwellings

Full Description of NAICS 561320 Temporary help services Capabilities/Products NAICS 561611 Detective agencies

NAICS 561612 Security guards and patrol services

NAICS 561612 Security guards and patrol services NAICS 561720 Building cleaning services, janitorial

NAICS 56173 Landscaping Services

NAICS 561730 Seasonal property maintenance services (i.e., snow plowing in

winter, landscaping during other seasons)

NAICS 561790 Other Services to Buildings and Dwellings

Commodity Codes NAICS 561320 Temporary help services (More)

NAICS 561611 Detective agencies (More)

NAICS 561612 Security guards and patrol services (More)



DEPARTMENT OF PROCUREMENT SERVICES CITY OF CHICAGO

THE 03 2012

Yvonne Mcginnis We're Cleaning, Inc., dba: W.C.I. Security Services DBA W.C.I. Security Services 4505 South Indiana Chicago, IL 60653

Dear Yvonne Mcginnis:

This letter is to inform you that the City of Chicago has extended your status as a Disadvantaged Business Enterprise (DBE), Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) until **October 1, 2012**. We are providing this extension to allow enough time to provide any additional documentation that your application may be missing and for our office to complete our review of all of the submitted documents.

This extension does not guarantee eligibility in the program but will act as a courtesy extension until we receive all of the required documentation and complete a review of that documentation.

Please present this letter as evidence of your certification to be included with bid document submittals as needed.

If you have any questions, please feel free to call our office at 312-744-1929.

Sincerely,

Menica Jimenez

Deputy Procurement Officer

FΗ

Affidavit of MBE/WBE Goal Implementation Plan

ct Name :	
of Illinois	
y (City) of Cook (Chicago)	
EBY DECLARE AND AFFIRM that I am duly authorized repre-	sentative of:
Redflex Traffic Systems	
Name of Prime Contractor	
nat I have personally reviewed the material and facts set forth byee the MBE/WBE goals of this contract.	nerein describing our proposed plan to
BE/WBE firms included in this plan have been certified as such cation Attached).	by the City of Chicago (Letters of
of Chicago Letter of Certification. (Certification of the prime C	Contractor as a MBE satisfies the MBE goal
partners are certified MBEs or WBEs, attach copies of Letter	s of Certification and a copy of Joint
·	ibconsultant/subcontractor/supplier.
Name of MBE/WBE: City Lights	
Address: 9993 Virginia Ave, Chicago Ridge	, IL 60415
Contact Person: John Candeleria	Phone: (708) 581 - 7119
	n
Name of MREAMRE. Milhouse Engineering and	Construction, Inc.
	Phone: (312) 987 - 0061
	. (====
	gement (ERM)
Address: 703 Childs St, Wheaton, IL 60187	A10
3	EBY DECLARE AND AFFIRM that I am duly authorized representations. Redflex Traffic Systems Name of Prime Contractor at I have personally reviewed the material and facts set forth the the MBE/WBE goals of this contract. E/WBE firms included in this plan have been certified as such cation Attached). MBE or WBE Prime Contractor. If prime Contractor is a certified of Chicago Letter of Certification. (Certification of the prime Contractor as a WBE satisfies of MBEs and WBEs as Joint Venturers. If prime Contractor is a partners are certified MBEs or WBEs, attach copies of Letter Venture Agreement clearly describing the role of the MBE/W

Contact Person: Steven L. Davis	Phone: (630) 462 - 0230
Dollar Amount of Participation \$\frac{\$1,000 per system}{}	n
Percent Amount of Participation: est75 %	
4. Name of MBE/WBE: Evergreen Supply C	ompany
Address: 9901 South Torrence Ave, Chica	
Contact Person: Colleen Kramer	Phone: (773) 375 - 4750
Dollar Amount of Participation \$\\$5,000 per system	n
Percent Amount of Participation: est. 3.5%	
5. Name of MBE/WBE: BPS Staffing	
Address: 134 N. LaSalle Ste 1125, Chicag	o, IL 60601
Contact Person: Tamerra Buckhanan	Phone: (312) 920 - 6711
Dollar Amount of Participation \$ \$17.30 per hour, per em	ployee
Percent Amount of Participation: est. 1.5%	
6. Name of MBE/WBE: We're Cleaning Inc.	
Address: 4505 South Indiana, Chicago, Il	_ 60653
Contact Person: Yvonne Mcginnis	Phone: (312) 949.9960
Dollar Amount of Participation \$ 100 per visit / clea	
Percent Amount of Participation: est5 %	
7. Name of MBE/WBE:	
Address:	
Contact Person:	Phone:
Dollar Amount of Participation \$	
Percent Amount of Participation:%	
Attach additional sheets as needed.	

MBE Firm Name	Dollar Amount	Percent Amount
	of Participation	of participation
City Lights, Ltd.	\$ DUR	est. 23.0 %
Milhouse Engineering	\$ DUR	esl75%
ERM	\$ DUR	est75 %
We're Cleaning	\$_DUR	est50 %
	\$	%
Total MBE Participation:	\$ DUR	est. 25.50 %
V. Summary of WBE Proposal	:	
WBE Firm Name	Dollar Amount	Percent Amount
	of Participation	of participation
Evergreen Supply	\$_dur	est. 3.50 %
BPS Staffing	\$ DUR	est. 1.50 %
	\$	%
	\$	%
	\$	<u></u> %
Total WBE Participation:	\$ DUR	%
this Schedule are true, and no The contractor designates the	material facts have been om following person as their MB	itted. E/WBE Liaison Officer:
this Schedule are true, and no The contractor designates the Name	material facts have been om following person as their MB Auroders Phone munder penalties of perjury	
this Schedule are true, and no The contractor designates the Name	material facts have been om following person as their MB Auroders Phone munder penalties of perjury	itted. E/WBE Liaison Officer: Number: <u>623 267 29</u> that the contents of the foregoin
this Schedule are true, and no The contractor designates the Name	material facts have been om following person as their MB AUNIALS Phone m under penalties of perjury and that I am authorized, or	itted. E/WBE Liaison Officer: Number: <u>623 267 29</u> that the contents of the foregoin
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Exhibit 2

Online Economic Disclosure Statement (EDS) and Affidavit Certificate of Filing

Instructions:

Complete the online Economic Disclosure Statement (EDS) which includes a Disclosure of Retained Parties. Please submit an electronically signed, one page EDS Certificate of Filing which validates that the EDS has been filed. Additionally, the Municipal Code of Chicago requires the disclosure of Familial Relationships with Elected City Officials and Department Heads. The web address to submit your EDS and Familial Relationships Disclosure is: https://webapps.cityofchicago.org/EDSWeb.



CERTIFICATE OF FILING FOR

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 35362 Date of This Filing:08/15/2012 08:12 PM Certificate Printed on: 08/15/2012 OR:12 PM Original Filing Date:08/15/2012 08:12 PM

Disclosing Party: Redflex Traffic Systems, Inc Title: Director of Legislative Affairs

Filed by: Tamara Dietrich

Matter: Automated Red Light Camera program Applicant: Redflex Traffic Systems, Inc

Specification #: Contract #: 16396

The Economic Disclosure Statement referenced above has been electronically filed with the City. Please provide a copy of this Certificate of Filing to your city contact with other required documents pertaining to the Matter. For additional guidance as to when to provide this Certificate and other required documents, please follow instructions provided to you about the Matter or consult with your City contact.

A copy of the EDS may be viewed and printed by visiting https://webapps.cityofchicago.org/EDSWeb and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award.

Exhibit 3

Insurance Certificate



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/16/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Certificate fioliter in fied of such	endorsement(s).				
PRODUCER LIC #0726293	1-925-299-1112	CONTACT NAME:	Certificate Department		
Arthur J. Gallagher & Co. Insurance Brokers of Califor	rnia. Inc.	PHONE (A/C, No. Ext):	925-299-1112	FAX (A/C, No): 925-1	953-6270
3697 Mt. Diablo Boulevard, S		E-MAIL ADDRESS:	eastbaycerts@AJG.COM		
Lafayette, CA 94549			INSURER(S) AFFORDING COVERA	GE	NAIC #
Robert J. Marrone		INSURER A :	WAUSAU UNDERWRITERS INS C	O [AMBest:A,XV]	26042
INSURED		INSURER B :	LIBERTY MUT FIRE INS CO	AMBest: A,XV]	11748
Redflex Traffic Systems, Inc	· .	INSURER C :	SAVERS PROP & CAS INS CO	AMBest: A,IX]	16551
23751 N. 23rd Avenue, Suite	150	INSURER D :			
Phoenix, AZ 85085-1854		INSURER E :			
		INSURER F :			
COVERAGES	CERTIFICATE NUMBER: 26644764		REVISION	NUMBER:	

	THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD							
INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS.								
EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.								
INSR LTR		ADDL	SUBR		POLICY EFF (MM/DD/YYYY)		LIMIT	'e
A	GENERAL LIABILITY	X	WVD X	TBJ-Z91-453980-032		04/01/13		
••	X			130 332 133300 032	04/01/12	04/01/13	DAMAGE TO RENTED	\$ 1,000,000
	COMMERCIAL GENERAL LIABILITY			1			PREMISES (Ea occurrence)	\$ 1,000,000
	CLAIMS-MADE X OCCUR		ĺ				MED EXP (Any one person)	\$ 5,000
	X STOP GAP: WA, OH						PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:		l i				PRODUCTS - COMP/OP AGG	\$ 2,000,000
	POLICY X PRO- X LOC							\$
A	AUTOMOBILE LIABILITY			ASJ-Z91-453980-022	04/01/12	04/01/13	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	\$
	ALL OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	HIRED AUTOS NON-OWNED AUTOS				Ì		PROPERTY DAMAGE (Per accident)	\$
	X COMP/COLL X DED*:\$1,000						<- *HAPD Ded	\$
В	X UMBRELLA LIAB X OCCUR			TH7-Z91-453980-042	04/01/12	04/01/13	EACH OCCURRENCE	\$ 19,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$ 19,000,000
	DED X RETENTION \$ 10,000				i			\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		х	WCJ-291-453980-072	04/01/12	04/01/13	X WC STATU- TORY LIMITS ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A	i			ļ	E.L. EACH ACCIDENT	\$ 1,000,000
-	(Mandatory in NH)		ļ		ļ		E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		j				E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	PROFESSIONAL/CYBER LIAB.	,		PL 0641009	04/01/12	04/01/13	\$50K.SIR EaClm/Agg	2,000,000
İ			ļ					
	(See attached Suppl. Page)		Ì					
DESC	SCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101 Additional Remarks Schedule if more space is required)							

RE: Activities performed by or on behalf of the permittee or contractor as required by contract. ADDITIONAL INSURED(S): City of Chicago, its employees, elected officials, agents and representatives per contract with insured.

CERTIFICATE HOLDER	CANCELLATION
City of Chicago Dept. of Procurement Services City Hall, Rm. 403	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
121 North LaSalle	AUTHORIZED REPRESENTATIVE
Chicago, IL 60602 USA	Nay he I Fang

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIBERTY DirectSolutions for Contractors (with Professional Liability)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement modifies insurance by broadening the insurance provided by CG 00 01.

Index of modified items:

- Item 1 REASONABLE FORCE
- Item 2. NON-OWNED WATERCRAFT EXTENSION
- Item 3. ALIENATED PREMISES
- Item 4. PROPERTY IN YOUR CARE, CUSTODY OR CONTROL
- Item 5. CONTRACTORS PROFESSIONAL LIABILITY
- Item 6. DAMAGE TO PREMISES RENTED TO YOU EXPANDED COVERAGE
- Item 7. BODILY INJURY TO CO-EMPLOYEES
- Item 8. HEALTH CARE PROFESSIONALS AS INSUREDS
- Item 9. NEWLY FORMED OR ACQUIRED ENTITIES
- Item 10. BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION—MANAGERS OR LESSORS OF PREMISES
- Item 11. EXPANDED BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION (FOR INSTALLATION EXPOSURES)
- Item 12. BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION PERSON OR ORGANIZATION
- Item 13. ADDITIONAL INSURED ARCHITECTS, ENGINEERS OR SURVEYORS
- Item 14. ADDITIONAL INSURED STATE, MUNICIPALITY OR POLITICAL SUBDIVISION PERMITS
- Item 15. ADDITIONAL INSURED AND WAIVER OF SUBROGATION LESSOR OF LEASED EQUIPMENT
- Item 16. KNOWLEDGE OF OCCURRENCE
- Item 17. UNINTENTIONAL ERRORS AND OMISSIONS
- Item 18. BODILY INJURY REDEFINITION
- Item 19. MOBILE EQUIPMENT REDEFINITION
- Item 20. SUPPLEMENTARY PAYMENTS
- Item 21. LIBERALIZATION

These changes broaden the policy sections described unless differing language is separately endorsed to the coverage part.

Item 1. - REASONABLE FORCE

Exclusion a. of Coverage A is replaced by the following:

a. Expected or Intended Injury "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Item 2. - NON-OWNED WATERCRAFT EXTENSION

Subparagraph g.(2) of Exclusion g. of Coverage A (Section I - Coverages) is replaced by the following:

- (2) A watercraft you do not own that is:
 - (a) Less than 55 feet long; and
 - (b) Not being used for public transportation or as a common carrier.

Item 3. - ALIENATED PREMISES

 Subparagraph j.(2) of Exclusions of Section I - Coverages - Bodily Injury And Property Damage Liability is replaced by the following: (2) Premises you sell, give away, or abandon, if the "property damage" arises out of any part of those premises, and occurs from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

Item 4. - PROPERTY IN YOUR CARE, CUSTODY OR CONTROL

- 1. Subparagraphs (3) and (4) of exclusion j. of coverage A. do not apply except to
 - (a) borrowed equipment, or
 - (b) "property damage" to property in your care, custody and control while in transit.

This insurance does not apply to any portion of a loss for which the insured has available any other valid and collectible insurance, whether primary, excess, contingent, or on any other basis, unless such other insurance was specifically purchased by the insured to apply in excess of this policy.

2. Limits of Insurance

Subject to Paragraphs 2., 3., and 5. of Section III – Limits Of Insurance, the most we will pay for insurance provided by paragraph 1., above is:

\$10,000 Each Occurrence Limit \$25,000 Aggregate Limit

The Each Occurrence Limit for this coverage applies to all damages as a result of any one "occurrence" regardless of the number of persons or organizations who sustain damage because of that "occurrence."

The Aggregate Limit is the most we will pay for the sum of all occurrences covered by this provision.

Item 5. - CONTRACTORS PROFESSIONAL LIABILITY

The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability and Paragraph 2., Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by you, but only with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

Professional services include:

- 1. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
- 2. Supervisory or inspection activities performed as part of any related architectural or engineering activities.

This exclusion does not apply to your operations in connection with construction work performed by you or on your behalf.

Item 6. - DAMAGE TO PREMISES RENTED TO YOU - EXPANDED COVERAGE

A. Fire, Lightning Or Explosion Damage

The last paragraph of 2. Exclusions under Section I - Coverage A is replaced by the following:

Exclusions c. through n. do not apply to damage to premises rented to you or temporarily occupied by you with permission of the owner when the damage is caused by fire, lightning, or explosion or subsequent damages resulting from such fire, lightning or explosion, including water damage. A separate limit of insurance applies to this coverage as described in Section III – Limits of Insurance.

B. Limits for Damage to Premises Rented to You

Paragraph 6. of Section III - Limits of Insurance is replaced by the following:

Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage A for any combination of:

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- (a) damage caused by fire, lightning, or explosion or subsequent damages resulting from such fire, lightning or explosion, including water damage to premises rented to you, or temporarily occupied by you with permission of the owner; and
- (b) "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days.

Item 7. - BODILY INJURY TO CO-EMPLOYEES

- Subject to the Each Occurrence Limit and the General Aggregate Limit, Paragraphs 2.a.(1)(a), (b) and (c) of Section II - Who Is An Insured do not apply to your supervisory or management "employees" for "bodily injury" only.
- 2. Subject to the Each Occurrence Limit and the General Aggregate Limit, Paragraphs 2.a.(1)(a), (b) and (c) of Section II Who Is An Insured do not apply to your "employees" or "volunteer workers" for "bodily injury" arising out of a Good Samaritan act to a co-"employee" or co-"volunteer worker." A Good Samaritan act means an attempt to rescue or aid a person in imminent or serious peril, provided the attempt is not recklessly made.

Damages owed to an injured co-"employee" or "volunteer worker" will be reduced by any amount paid or available to the injured co-"employee" or "volunteer worker" under any other valid and collectible insurance.

Item 8. - HEALTH CARE PROFESSIONALS AS INSUREDS

Paragraph 2.a. (1) (d) of Section II - Who Is An Insured is deleted unless:

- (i) You are engaged in the occupation or business of providing or offering medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction; or
- (ii) The "employee" has any other insurance that would also cover claims arising under this provision, whether the other insurance is primary, excess, contingent or on any other basis.

Item 9. - NEWLY FORMED OR ACQUIRED ENTITIES

Paragraph 3. of Section II - Who Is An Insured is replaced by the following:

- Any organization, other than a joint venture, you newly acquire or form and over which you maintain majority
 ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to
 that organization.
 - a. Coverage under this provision is afforded only until
 - i. the 180th day after you acquire or form the organization; or
 - ii. separate coverage is purchased for the organization; or
 - iii. the end of the policy period, whichever is earlier.
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any past partnership, current or past joint venture or past limited liability company that is not shown as a Named Insured in the Declarations.

Item 10. - BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION—MANAGERS OR LESSORS OF PREMISES

- A. Section II Who Is An Insured is amended to include as an insured any manager or lessor of premises leased by you in which the written lease agreement obligates you to procure additional insured coverage, provided that:
 - 1. the "bodily injury", "property damage" or "personal and advertising injury" giving rise to liability occurs subsequent to the execution of the agreement; and
 - 2. the written agreement is in effect at the time of the "bodily injury", "property damage", "personal and advertising injury" for which coverage is sought.

That person or organization shall be referred to as the additional insured.

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The coverage afforded to the additional insured is limited to liability in connection with the ownership, maintenance or use of the premises leased to you and caused, in whole or in part, by some negligent acts or omissions of you, your employees, your agents, or your subcontractors. There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured, except as provided below.

If the written agreement to indemnify an additional insured requires that you indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to that agreement; provided, however, that the contractual indemnification language of the agreement is valid under the law of the state where the agreement was formed. If the written agreement provides that a particular state's law will apply, then such provision will be honored.

B. Waiver Of Subrogation

For any additional insured that obtains insured status on this policy through paragraph A., above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. Exclusions

This insurance does not apply to:

- 1. Any "occurrence" that takes place after you cease to be a tenant in that premises.
- 2. Any construction, renovation, demolition or installation operations performed by or on behalf of the Additional Insured.
- 3. Any premises for which coverage is excluded by endorsement.

D. Other Insurance

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless you are obligated under a written agreement to provide liability insurance for that additional insured on any other basis. In that event, this policy will apply solely on the basis required by such written agreement.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 11. - EXPANDED BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION (FOR INSTALLATION EXPOSURES)

- A. Section II Who Is An Insured is amended to include as an insured any person or organization to whom you are obligated by a written agreement to procure additional insured coverage, provided that:
 - 1. the "bodily injury," "property damage," or "personal and advertising injury" giving rise to liability occurs subsequent to the execution of the written agreement; and
 - 2. the written agreement is in effect at the time of the "bodily injury," "property damage," or "personal and advertising injury" for which coverage is sought.

That person or organization shall be referred to as the additional insured.

The coverage afforded to the additional insured is limited to liability caused, in whole or in part, by the negligent acts or omissions of you, your employees, your agents, or your subcontractors, in the performance of your ongoing operations.

This insurance does not apply to "bodily injury," or "property damage," "personal and advertising injury" arising out of "your work" included in the "products-completed operations hazard" unless you are required to provide such coverage for the additional insured by the written agreement, and then only for the period of time required by the written

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agreement and only for liability caused, in whole or in part, by the negligent acts or omissions of you, your employees, your agents, or your subcontractors.

There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured, except as provided below.

If the written agreement to indemnify an additional insured requires that you indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to that agreement; provided, however, that the contractual indemnification language of the agreement is valid under the law of the state where the agreement was formed. If the written agreement provides that a particular state's law will apply, then such provision will be honored.

B. Waiver Of Subrogation

For any additional insured that obtains insured status on this policy through paragraph A., above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. Exclusions

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply: This insurance does not apply:

- 1. to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
- 2. to "bodily injury" or "property damage" that occurs during the ongoing operations of a project where you have purchased an Owners & Contractors Protective Liability or Railroad Protective Liability Policy for the additional insured.
- 3. when coverage is available under a consolidated (wrap up) insurance program in which you are involved.

D. Other Insurance

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless the written agreement with you requires that the insurance provided for the additional insured be primary concurrent or primary non-contributory, in comparison to the additional insured's own policy or policies.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 12. - BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION – PERSON OR ORGANIZATION

- A. Section II Who Is An Insured is amended to include as an additional insured any person or organization to whom you are obligated by a written agreement to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - 1. In the performance of your ongoing operations; or
 - 2. In connection with premises owned by you

provided that:

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- (a) the "bodily injury", "property damage" or "personal and advertising injury" giving rise to liability occurs subsequent to the execution of the agreement; and
- (b) the written agreement is in effect at the time of the "bodily injury", "property damage", "personal injury" or "advertising injury" for which coverage is sought.

That person or organization shall be referred to as the additional insured.

There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured, except as provided below.

If the written agreement to indemnify an additional insured requires that you indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to that agreement; provided, however, that the contractual indemnification language of the agreement is valid under the law of the state where the agreement was formed. If the written agreement provides that a particular state's law will apply, then such provision will be honored.

B. Waiver Of Subrogation

For any additional insured that obtains insured status on this policy through paragraph A., above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. Exclusions

This insurance does not apply to:

- 1. Any premises or equipment leased to you.
- Any construction, renovation, demolition or installation operations performed by or on behalf of you, or those operating on your behalf.

D. Other Insurance

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless you are obligated under a written agreement to provide liability insurance for that additional insured on any other basis. In that event, this policy will apply solely on the basis required by such written agreement.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 13. - ADDITIONAL INSURED - ARCHITECTS, ENGINEERS OR SURVEYORS

- A. Section II Who Is An Insured is amended to include as an additional insured any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - 1. In connection with your premises; or
 - 2. In the performance of your ongoing operations.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- 1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- 2. Supervisory, inspection, architectural or engineering activities.

Item 14. - ADDITIONAL INSURED - STATE, MUNICIPALITY OR POLITICAL SUBDIVISION - PERMITS

Section II – Who Is An Insured is amended to include as an additional insured any state, municipality or political subdivision with respect to any operations performed by you, or on your behalf, for which the state, municipality or political subdivision has issued a permit

However, this insurance does not apply to:

- 1. "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality or political subdivision; or
- Any "bodily injury" or "property damage" included within the "products-completed operations hazard", except when required by written contract or agreement initiated prior to loss; or
- 3. "Bodily injury," "property damage" or "personal and advertising injury," unless negligently caused, in whole or in part, by you or those acting on your behalf.

Item 15. - ADDITIONAL INSURED AND WAIVER OF SUBROGATION - LESSOR OF LEASED EQUIPMENT

A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization from whom you lease equipment when you and such person or organization have agreed in a written agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when the agreement with you for such leased equipment ends.

B. Waiver of Subrogation

For any additional insured that obtains insured status on this policy through paragraph A., above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

C. Other Insurance

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless you are obligated under a written agreement to provide liability insurance for that additional insured on any other basis. In that event, this policy will apply solely on the basis required by such written agreement.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 16. - KNOWLEDGE OF OCCURRENCE

Subparagraph 2.a., b. and c. of Condition 2. Section IV – Commercial General Liability Conditions are amended to add the following:

As used in this paragraph, the word "you" refers to an "executive officer", partner, member or legal representative, and any other "employee" with insurance or risk management responsibilities.

Item 17. - UNINTENTIONAL ERRORS AND OMISSIONS

Paragraph 6. of Section IV - Commercial General Liability Conditions is amended to add the following:

Any unintentional error or omission in the description of, or failure to completely describe, any premises or operations intended to be covered by this policy will not invalidate or affect coverage for those premises or operations. However, you must report such error or omission to us as soon as practicable after its discovery.

This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

LG 32 34 09 07

Item 18. - BODILY INJURY REDEFINITION

The definition of "bodily injury" in Section V - Definitions is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person. It includes death or mental anguish, which results at any time from such physical harm, physical sickness or physical disease. Mental anguish means any type of mental or emotional illness or distress.

Item 19. - MOBILE EQUIPMENT REDEFINITION

Paragraph 12. f.(1) (a), (b) and (c) of Section V – Definitions does not apply to self-propelled vehicles of less than 1000 pounds gross vehicle weight.

Item 20. - SUPPLEMENTARY PAYMENTS

Section I - Coverages, Supplementary Payments - Coverages A and B, item 1. b. and 1. d., respectively, are replaced with:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit" including substantiated loss of earnings up to \$500 a day because of time off from work.

Item 21. - LIBERALIZATION

Section IV - Commercial General Liability Conditions is amended to add the following:

10. Liberalization

If we adopt a change in our forms or rule which would broaden your coverage without an extra charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

Countersigned by

Authorized Representative

LG 32 34 09 07 Page 8 of 8

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

SCHEDULE

Name of Other Person(s) /
Organization(s):

Email Address or mailing address:

Number Days Notice:

As required by written contract

Per schedule on file with company

30 days

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13 (Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

BLANKET PER WRITTEN CONTRACT

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This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 04/01/12 Policy No. WCJ-Z91-453980-072 Endorsement No.

Insured: Redflex Traffic Systems, Inc.

Company: wausau underwriters ins co [AMBest:A,XV]

Premium \$.
Countersigned By

Naya ha F Enary

WC 00 03 13 (Ed. 4-84)

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 04 03 06 (Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be N/A % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or (Organization	Job Description
BLANKET PER V	WRITTEN CONTRACT	BLANKET PER WRITTEN CONTRACT
		•
		•
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•		
	This endorsement changes the policy to wl date unless otherwise stated.	hich it is attached and is effective on the

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 04/01/12 Policy No. wcJ-z91-453980-072 Endorsement No.

Insured: Insurance Company: Wausau underwriters Ins co [AMBest:A,XV]

Countersigned By: Douglas B. Bowring

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE PART

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance email notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

SCHEDULE				
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:		
As required by written contract	Per schedule on file with company	30-days		

All other terms and conditions of this policy remain unchanged.

SUPPLEMENT TO CERTIFICATE OF INSURANCE	DATE 04/16/2012
NAME OF INSURED: Redflex Traffic Systems, Inc.	AND THE PROPERTY OF THE PROPER
	the state of the transfer is the same and the state of the same and th
Additional Description of Operations/Remarks from Page 1	
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	i
Additional Information:	
GENERAL LIABILITY:	
* Separation of Insureds applies per policy form.	
* Additional Insured if required by written contract per attached form LG3234 0907. * Coverage is Primary & Non-Contributory if required by written contract per form LG3234 0907.	
# Waiver of Subrogation if required by written contract per attached form LG3234 0907.	
WORKERS' COMPENSATION:	
* Waiver of Subrogation if required by written contract per form WC04036 0484 (California). * Waiver of Subrogation if required by written contract per form WC000313 484 (Other States).	
" waiver of Sublogation if required by written contract per form webbosis 464 (other States).	
UPP (05/04)	A Commence of the Language of

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		NCY CUSTOMER ID:		
		LOC #:		
ACORD [®] ADDITIONA	AL REMA	ARKS SCHEDULE	Page of	
AGENCY Arthur J. Gallagher & Co. Insurance Brokers of California, Inc.		NAMEDINSURED Redflex Traffic Systems, Inc.		
POLICY NUMBER		23751 N. 23rd Avenue, Suite 150		
CARRIER	NAIC CODE	Phoenix, AZ 85085-1854 EFFECTIVE DATE:		
ADDITIONAL REMARKS				
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO AC	ORD FORM.			
	•			
Carrier: TRAVELERS CAS & SURETY CO OF AMER[A+, Policy #: 105581275 Effective: 04/01/2012 to Client Property Retention: \$10,000 PROPERTY COVERAGE			or Employee Theft of	
Carrier: LIBERTY MUTUAL FIRE INS CO [AMBest: A Policy #:YU2-L9L-453980-062 Effective: 04/Blanket Personal Property: \$23,155,000 Instal	01/2012 to	04/01/2013	it: \$250.000	
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